

United States Court of Appeals
FOR THE EIGHTH CIRCUIT

No. 02-3763

Mohammed Mirza;
Samir Financial Services,

Plaintiffs - Appellees,

v.

Midland International Tileworks;
Coast Business Credit;

Defendants,

Federal Deposit Insurance Corporation,¹
as Receiver for Southern Pacific Bank,

Appellant.

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Appeal from the United States
District Court for the
Southern District of Iowa.

[UNPUBLISHED]

Submitted: May 16, 2003

Filed: August 4, 2003

Before BOWMAN and BYE, Circuit Judges, and ERICKSEN,² District Judge.

¹Federal Deposit Insurance Corporation has been substituted in this appeal for Coast Business Credit, a division of the now-insolvent Southern Pacific Bank.

²The Honorable Joan N. Erickson, United States District Judge for the District of Minnesota, sitting by designation.

PER CURIAM.

A jury found in favor of Mohammed Mirza and Samir Financial Services in this contract dispute. The Federal Deposit Insurance Corporation appeals the district court's³ denial of a motion for judgment as a matter of law and we affirm.

Mirza is a "loan finder" and owner of Samir Financial Services, Inc. Mirza introduces commercial borrowers seeking financing to commercial lenders, and if the negotiations result in a loan being approved he is paid from the proceeds of the loan at closing.

Coast Business Credit was a nationwide commercial lender based in Los Angeles, California, and frequently used referrals from loan finders to locate borrowers; approximately 90 percent of Coast's business fees came from clients brought to it by loan finders.

Mirza alleged he introduced Midland International Tileworks to Coast and the two negotiated an \$18 million line of credit. Mirza further alleged Midland and Coast agreed to pay him a one-half of one percent finder's fee (\$90,000) when the deal was closed. Coast, however, paid the finder's fee to a second loan finder claiming Coast had not contracted to pay Mirza the finder's fee, and Mirza's efforts were not the procuring cause of the loan to Midland. A jury disagreed and awarded Mirza \$90,000. Coast and Midland moved for judgment as a matter of law which was denied. Coast now appeals, arguing Mirza failed to present sufficient evidence of a contractual obligation on behalf of Coast, and Mirza failed to present sufficient evidence showing the Midland deal resulted from his efforts.

³The Honorable Ross A. Walters, United States Magistrate Judge for the Southern District of Iowa, presiding by consent of the parties pursuant to 28 U.S.C. § 636(c).

We review the district court's denial of a motion for judgment as a matter of law de novo using the same standards as the district court. Keenan v. Computer Assocs. Int'l, 13 F.3d 1266, 1268 (8th Cir. 1994). Our task is to determine “whether there is sufficient evidence to support the jury's verdict.” Id. (quoting White v. Pence, 961 F.2d 776, 779 (8th Cir. 1992)). In doing so, we view the “evidence in the light most favorable to the prevailing party and must not engage in a weighing or evaluation of the evidence or consider questions of credibility.” Id.

The district court concluded the evidence was sufficient for the jury to find a contractual obligation on Coast's behalf, and Mirza was the procuring cause of the loan to Midland. We agree. Because an extended discussion would add nothing to the well-reasoned order of the district court, we affirm under 8th Cir. R. 47B.

A true copy.

Attest:

CLERK, U.S. COURT OF APPEALS, EIGHTH CIRCUIT.